

CAI L
-C53

3 1761 11766195 9

COMMUNITY
RELATIONS

CONCILIATION COMMISSIONER REPORTS

No. 1, 1975

Conciliation Commissioner Reports in disputes between:

Eastern Telephone and Telegraph Company and International Brotherhood of Electrical Workers,
Local Union No. 2096

Kootenay Broadcasting Company Limited and E. K. Radio Ltd. and Association of Commercial and
Technical Employees, Local Union 1705 (CLC)

Greyhound Lines of Canada Limited and Amalgamated Transit Union, Division 1374

National Harbours Board and Le Syndicat National des Employés de Perception (CSN)




Celebrating 75 years of service
Au service des Canadiens depuis 75 ans

CANADA DEPARTMENT OF LABOUR

Reports of Boards of Conciliation

Hon. John Munro, Minister

T. M. Eberlee, Deputy Minister



Digitized by the Internet Archive
in 2023 with funding from
University of Toronto

<https://archive.org/details/31761117661959>

Report of Conciliation Commissioner appointed to deal with a dispute involving
Eastern Telephone and Telegraph Company, Sydney, N.S.
and
International Brotherhood of Electrical Workers
Local Union No. 2096

The Conciliation Commissioner appointed by the Minister of Labour to deal with this dispute was Lorne O. Clarke, Q.C., of Truro, N. S. His report was received by the Minister in January.

Pursuant to the provisions of Section 166 (a) of the Canada Labour Code, (I was) appointed a Conciliation Commissioner to endeavour to effect agreement between the parties on the matters on which they have not agreed.

A meeting mutually agreeable to the parties was scheduled in Sydney on January 8, 1975. Unfavourable weather conditions caused the meeting to be delayed until Thursday, January 9, 1975.

The last Collective Agreement expired September 30, 1974. There are approximately 22 employees in the Bargaining Unit.

The parties have had several meetings attended by their negotiating committees. Having failed to reach an agreement, subsequent meetings were held with the assistance of a Conciliation Officer of the Department.

On January 9, 1975, when I met with the parties, the Employer was represented by Messrs. D. H. MacDougall, Robert Crice and J. E. Gormley. The Bargaining Unit was represented by Messrs. Edward McNeil, Dennis W. Mahalik, G. Wilson and G. MacLeod.

After lengthy sessions with the parties, both joint and separate, I regret to inform you I have been unable to effect an agreement between them on the remaining items in dispute.

I have examined both the oral and documentary submissions of the parties respecting the last issues in dispute. In addition I have discussed their positions with them. As a result, I wish to record my recommendations for the settlement of these issues:

1. Grievance Procedure

I recommend there be four steps in the grievance procedure, integrating existing language where applicable, and incorporating the following time limits for each step prior to arbitration.

- (a) Union Steward and Supervisor — 3 days.
- (b) Union grievance committee and Overseas Maintenance Manager — 5 days.
- (c) Union grievance committee and Manager — 2 weeks.
- (d) Arbitration — no change.

2. Meal Period Work — Hardwood Hill and Spruce Lake

I recommend no change other than incorporating language in the Collective Agreement so that employees at Hardwood Hill and Spruce Lake, if required to perform duties during the 30 minutes lunch break Monday to Friday, will be paid at the proposed rate last advanced by the Company.

3. Duration of Agreement

I recommend a Collective Agreement of two years duration effectively beginning October 1, 1974 and ending September 30, 1976.

4. Wages

I am informed the technical craftsmen rate for Sydney Mines, Hardwood Hill and Spruce Lake constitutes the base rate from which the remainder of the wage schedule is calculated. Accordingly the following recommendations are made for technical craftsmen, Sydney Mines, Hardwood Hill and Spruce Lake classifications and from these, the remainder of the wage schedule can be calculated:

- (a) Beginning October 1, 1974, the rate which was \$197.00 per week on September 30, 1974, will become \$227.50 per week,
- (b) Beginning October 1, 1975, the rate will become \$254.00 per week,
- (c) Beginning March 1, 1976, the rate will become \$264.00 per week and continue to the expiry of the Agreement, namely September 30, 1976.

5. Retroactivity

I recommend the wage increases proposed in paragraph 4 be retroactive to October 1, 1974.

General

I have reviewed and studied the detailed submissions made by both parties to support their respective positions. While I do not propose to review them in this report, I recognize the relevancy of the positions the parties have taken.

These recommendations are being advanced in the hopeful anticipation that they may form a basis of settlement to this unfortunate dispute. Both parties recognize the need to resolve their remaining differences. Upon each party receiving a copy of this report, I sincerely hope each will give serious and thoughtful consideration to these recommendations and endeavour to accept them and thus resolve the remaining issues.

DATED at Truro, Nova Scotia, this 13th day of January, 1975.

(Sgd.) Lorne O. Clarke,
Conciliation Commissioner.

Report of Conciliation Commissioner appointed to deal with a dispute involving
Kootenay Broadcasting Company Limited
and
E. K. Radio Ltd., Cranbrook, B.C.
and
Association of Commercial and Technical Employees
Local Union 1705 (CLC)

The Conciliation Commissioner appointed by the Minister of Labour to deal with this dispute was Hugh G. Ladner of Vancouver, B.C. His report was received by the Minister in January.

By appointment dated December 18th, 1974 I was appointed Conciliation Commissioner in this dispute pursuant to the provisions of Section 166 (a) of the Canada Labour Code.

Pursuant to my appointment I met with the parties on January 6th, 1975 at Trail, British Columbia.

The Employer was represented by Mr. Lloyd Hoole and the Union was represented by Mr. William Smalley.

The Union was certified by the Canada Labour Relations Board on July 20th, 1974 as the bargaining agent for a unit of employees in Trail, B.C. employed at CJAT/AM and FM. Although the number of employees in the bargaining unit may vary little from month to month it averages about 16 or 17.

This dispute involves the first agreement to be negotiated between the parties.

I was unable to bring about a resolution of the dispute and I now therefore submit this report pursuant to Section 168 (1) of the Canada Labour Code.

When I met with the parties Mr. John Renzie attended and stated that he represented a group of employees in the bargaining unit and that he wished to make submissions to me privately. Mr. Renzie is an employee within the bargaining unit and has worked for the Employer for some 12 or so years. Mr. Smalley objected to Mr. Renzie being present and making any submissions. However in the somewhat unusual circumstances of this dispute, related below, I permitted Mr. Renzie to attend and later met with him privately.

Mr. Smalley presented a draft of the Union's proposed agreement and pointed out that it does not contain any proposed wage rates. Mr. Smalley said that the Union had requested information from the Employer concerning current rates paid to the members of the bargaining unit, but the Employer had stated that it was unwilling to give that information.

Mr. Hoole outlined the Employer's position. He said that the Employer has no intention of entering into a collective agreement with the Union and therefore will not enter into collective bargaining with it. He said the Employer has no intention of submitting any proposals of any sort for a collective agreement and would not consider any proposals made by the Union. He said it was the Employer's position that the Union did not represent a majority of the employees in the bargaining unit and that the majority of the employees in the bargaining unit do not want the Union to represent them or a collective agreement. He stated that for the Employer to bargain for a collective agreement would be to break faith with the majority of its employees.

Without any indication that the Union was prepared to bargain on this basis, I asked Mr. Hoole if he was prepared to bargain on the basis of:

- (1) A Rand Formula instead of the Union Shop provision; and
- (2) Any agreement being subject to ratification by a majority of the employees in the bargaining unit.

He said he would not.

I pointed out to Mr. Hoole the provisions of Section 148 of the Canada Labour Code requiring the Employer to bargain in good faith and to make every reasonable effort to enter into a collective agreement. The Employer's position remained unchanged and he again referred to the matter of keeping faith with the majority of his employees. My remarks to the effect that whether or not he felt the Union represented a majority of the employees in the bargaining unit made no difference to the Employer's statutory duty, seemed to make no effect whatever.

When I met privately with Mr. Renzie he claimed to represent a majority of the employees in the bargaining unit and stated that his objective, as a matter of principle, was to seek the cancellation of the Union's certification. I asked him if he was prepared to ask the Employer to bargain with the Union upon the understanding that any agreement reached would be subject to the ratification by a majority of the employees in the bargaining unit. He said he would not.

In these circumstances it was clear to me that the Employer, at least in this point in time, is not prepared under any circumstances to bargain with the Union.

While Mr. Hoole's candor is to be admired, I have never seen a more flagrant case of a refusal to bargain collectively and no cajoling on my part was going to improve the situation. It is my impression that the Employer is simply using Mr. Renzie and the employees he represents as an excuse.

In these circumstances I think it is inappropriate of me to make recommendations as to the terms of a collective agreement to be entered into between the parties. I have the Union's proposal, but I have absolutely no input from the Employer whatever. Matters must be allowed to take their natural course before any meaningful negotiations will take place.

I therefore make no recommendations.

DATED at the City of Vancouver, in the Province of British Columbia this 9th day of January, A.D. 1975.

(Sgd.) Hugh G. Ladner,
Conciliation Commissioner.

Report of Conciliation Commissioner appointed to deal with a dispute involving

Greyhound Lines of Canada Ltd., Calgary

and

Amalgamated Transit Union, Division 1374

The Conciliation Commissioner appointed by the Minister of Labour to deal with this dispute was Professor J. C. Smith, of Vancouver. His report was received by the Minister in April.

The Conciliation Commissioner, Professor J.C. Smith, held hearings at Calgary, Alberta on the 11th of April, 1975. This dispute arises from proposals for the revision of a collective agreement which expired on December 31, 1974.

With the help of Conciliation Officer A.A. Franklin the Union and Company signed the memorandum of agreement dated January 25th, 1975, attached to this report as an appendix. This agreement was put to the membership of the Union in February and was rejected by a vote of 569 to an acceptance vote of 175.

At this hearing the Union took the position that the following improvement in eight items would be required before an agreement could be reached.

1. Vacations

- 3 weeks after 5 years
- 4 weeks after 15 years
- 5 weeks after 25 years
- 6 weeks after 30 years

— all to come into effect in 1975

2. 5 mills for drivers and 10¢ an hour increase for hourly employees, plus the previous wage offer.
3. Full pension after 30 years service and age 58.
4. Statutory holidays to be paid at the rate of 1 day's pay plus time and one-half for all time worked.
5. \$5000 paid up insurance on retirement for all who have participated in the Health and Welfare plan for 15 years.
6. Terminal office staff rates to be adjusted up to Garage Staff office rates.
7. A cost of living allowance to be applied on all Driver Charter hourly rates.
8. Held-away hourly rates to start after 10 hours.

The Company rejected these demands and would not increase its offer over that which was incorporated in the January 27th, 1975 memorandum of agreement. The Company argues that these new demands would amount to well over a 50% increase over their previous offer. The Conciliation Officer in the meeting which he held with the parties requested the Company to make a final offer, holding nothing back. The Company takes the position that they did so in good faith, and there is nothing more which they can give further.

After hearing evidence from both sides and having regard to the fact that the new contract would continue the Cost of Living Allowance Clause, I have reached the opinion that the memorandum

of agreement of January 25th represents a fair offer from the Company, I believe the Union officers acted reasonably in accepting it.

Even a reasonable offer, however, may have some slight improvement which will not cross the line between what is reasonable and what is unreasonable. In the following paragraphs, therefore, I will make recommendations for limited improvement in some of the items.

These improvements are more than token, but they are not so great that the Company should not be able to live with them.

I recommend that the parties accept the memorandum of agreement of January 25th, 1975 with the following changes and additions:

1. Cost of Living Allowance to apply to charter hourly rates effective January 1, 1975.
2. Drivers millage increases: January 1, 1975 — 8 Mills
January 1, 1976 — 2 Mills
July 1, 1976 — 2 Mills
January 1, 1977 — 3 Mills
3. All hourly paid employees to receive an additional 2 1/2¢ per hour effective January 1, 1976 and 2 1/2¢ per hour effective January 1, 1977.
4. Terminal Clerks, Junior Terminal Clerks, Terminal Stenographers and Junior Terminal Stenographers to receive an additional 2 1/2¢ per hour January 1, 1976 and 2 1/2¢ per hour January 1, 1977.
5. Held away from home pay to begin after 15 hours rather than the present 16 hours.
6. Add a new paragraph (3) to Section 16(D)(a) to read:
(3) Participated in the Group Plan continuously for 25 years prior to retirement
also add "(3)" in the second paragraph of Section 16(D)(b).

I strongly recommend that both the Company and the Union accept this report.

Dated at the City of Vancouver, Province of British Columbia, this 17th day of April, 1975.

(Sgd.) J. C. Smith,
Conciliation Commissioner.

GREYHOUND LINES OF CANADA LTD., & DIVISION 1374, A.T.U.
MEMORANDUM OF AGREEMENT, January 25, 1975

Section 5 — Grievances:

- (a) Add after "application of either party," — first paragraph "within thirty (30) days."
Add to second paragraph: —
"and any pay adjustment as a result shall be rectified within fifteen (15) days of award and cheques or notification of payment sent to the Union Office."

Section 11 — Miscellaneous

- (n) Add new paragraph: —
"Pay claim adjustment as a result of grievances shall be forwarded to the Union Office for distribution."
Add new paragraph: —
(q) "Employees applying for positions in any other department will be given consideration if they can qualify for such position."

Section 12 — Pass Transportation

- (A) Change five (5) years to read (4) years.
(I) Change EXCEPTION to read: —
Employees entitled to an Annual Pass over the lines of Greyhound Lines of Canada Ltd., their spouses, and their dependent children, will be entitled to two (2) trip passes per year over Greyhound Lines — West Inc., Eastern Canadian Greyhound Lines Limited AND GREYHOUND LINES — EAST INC. TRIP PASSES OVER THE ROUTES OF CANADIAN COACHWAYS (ALBERTA) LIMITED, (EXCEPT THE ALASKA HIGHWAY NORTH OF DAWSON CREEK, B.C.) WILL BE GRANTED ON REQUEST EXCEPT DURING THE RESTRICTED PERIOD FROM JUNE 24 TO SEPTEMBER 9 EACH YEAR.

Section 14 — Statutory Holidays

- (b) Change five (5) days to ten (10) days.

Section 15 — Vacations

- (c) Change first paragraph to read: —
It is understood that the number of drivers, maintenance and terminal employees permitted to take vacation shall be restricted during the Christmas and Easter holidays and during July and August. The months of July and August will be restricted to a maximum of two (2) weeks vacation for any employee. EACH YEAR JULY AND AUGUST WILL BE DIVIDED INTO FOUR (4) TWO WEEK PERIODS AND ONE (1) ONE WEEK PERIOD. EMPLOYEES BIDDING IN JULY AND AUGUST MAY ONLY BID INTO ONE OF THE TWO WEEK PERIODS AND MAY NOT TAKE ONE WEEK FROM EACH OF TWO PERIODS. Vacations may be more than two (2) weeks in July and August if it does not, in the opinion of the Company, affect any other employee. EMPLOYEES BIDDING VACATIONS DURING THE CHRISTMAS OR EASTER PERIODS WILL BE RESTRICTED INsofar AS THEY WILL ONLY BE PERMITTED TO BID ONE OF THESE TWO PERIODS IN ANY CALENDAR YEAR. During the remainder of the year the maximum number of employees permitted to take vacations shall be determined by the needs of the service as decided by the Company.

- (c) Change second paragraph to read: —

DRIVERS — During July and August the minimum number of drivers who shall be permitted to take vacation at any one time in the restricted periods shall be as follows:—

Vancouver Division	7	Regina Division	2
Northern Division	4	Manitoba Division	5
Calgary Division	7	Sudbury Division	2

During the Easter and Christmas restricted periods the minimum number of drivers who shall be permitted to take vacations at any one time shall be as follows:—

Vancouver Division	3	Regina Division	2
Calgary Division	3	Manitoba Division	3
Northern Division	2	Sudbury Division	2

- (e) Change "may" to "may only".

- (f) Change to read:—

Annual vacation will be as follows

		Period of Vacation
Effective Jan. 1, 1977	After 1 year service	2 working weeks
	8 years service	3 working weeks
	15 years service	4 working weeks
	26 years service	5 working weeks
	30 years service	6 working weeks

Section 16 — Health & Welfare

- (B) (1) Change \$100 per week to \$125 per week effective January 1, 1975
\$150 per week effective January 1, 1976
(2) Change \$ 75 per week to \$ 95 per week effective January 1, 1975
\$120 per week effective January 1, 1976

- (C) Change to read:
- | | Benefits |
|--|-------------|
| Life Insurance or Monthly and Total Disability for sixty (60) months | \$12,000.00 |
| Accidental Means, Death and Dismemberment | \$12,000.00 |

- (D) (c) Add new paragraph called (c) under (D) to read:
Disability Retirement — If the employee meets the requirement of (1) and (2) of D (a) above, retired life insurance in the amount of \$5,000 to be continued at no cost to the employee.

It is understood and agreed the parties shall share in the cost of the plan above as follows:—

Company — 70%; Employee share — 30%; effective upon ratification. Effective Jan. 1, 1977 — Company Share — 75%; Employee share — 25%.

Section 26 — Cost of Living

Update and retain.

Section 30 — Vacancies between General Bids

Change to read as follows:—

All new assignments or known permanent vacancies shall be bulletined on bulletin boards accessible to all drivers in the seniority district affected for a period of seven (7) days prior to effective date. All succeeding vacancies created as a result of the above shall be posted for four (4) days. Other permanent vacancies and/or new assignments shall be bulletined as soon as possible after the Company has knowledge of same, for a period of seven (7) days. Here again any succeeding vacancies created as a result of this procedure will be posted for four (4) days. The senior driver applying therefore shall be awarded the assignment within the period fixed by such advertisement. After successfully bidding an open assignment, seniority cannot be exercised within thirty (30) days on the assignment vacated, but may be exercised on any new assignments or known permanent vacancies.

Section 31 — Change heading to read: — "SENIORITY RIGHTS (System and Divisional)."

Add new 7 to read:— All transfers will be at employees own expense.

Section 32 — Exercise of Seniority

- (f) 2. Change "in the area" to "at the home terminal"

Section 33 — General Bids.

Change heading to "MASTER BIDS."

Change wording to institute four (4) Master Bids per year effective January 1, 1976.

Change wording "General Bids to "Master Bids" where shown.

Section 34 — Successful Bidders

Change second paragraph to read:—

"At the time run changes are made, regular operators will remain on the runs which they are operating prior to the run change until they reach their home terminals. Regular operators will not be permitted to take over their new runs except at the home terminal of such."

Section 42 — Regulations — Extra work by regular drivers

- (d) Change "four (4) days" to "two (2) days."

Section 43 — Runarounds

1975 — \$18.00
1976 — \$20.00
1977 — \$22.00

Section 44 — Protecting Time

Add (f) to read:—

"During the two (2) hour protecting period, a spareboard operator may be required to drive a bus to and from the garage and terminal."

1975 — \$ 7.00
1976 — \$ 7.50
1977 — \$ 8.00

Section 45 – Held away-from-home terminal

- (a) 1975 – \$ 3.50
1976 – \$ 3.75
1977 – \$ 4.00
- (b) Meals – 1975 – \$ 3.25
1976 – \$ 3.50

Retain present language

Section 47 – Miscellaneous

- (a) Change \$1.80 to \$3.00 and will include cleaning of tunic, trousers, shirts and overclothing.
- (d) Drivers will be paid overtime hourly rates for looking after coaches when no storage is available. It is understood and agreed that where more than one coach requires looking after at the same location, the work and pay for attending coaches will be shared between the drivers involved. It is understood this applies where coaches are parked without passengers.

Add new (e) to read:—

“A driver instructed to assist in repairing a coach involved in a road failure will be paid at the First Class Serviceman’s starting rate of pay including cost of living.”

Section 49 – Drivers wage rates

- (a) January 1, 1975 7 mills increase
January 1, 1976 3 mills increase
July 1, 1976 2 mills increase
January 1, 1977 3 mills increase
- (c) 1975 – \$ 9.00
1976 – \$ 9.50
1977 – \$10.00

Section 50 – Charter Trips

- (c) Meals – 1975 – \$ 3.25
1976 – \$ 3.50
- (d) Meals – 1975 – \$ 3.25
1976 – \$ 3.50
- (f) Hourly Charter Rates
1975 – top rate – \$3.78 per hour
1976 – top rate – \$4.03 per hour
1977 – top rate – \$4.28 per hour
Overtime will be at time and one-half.
**NOTE:— Cost of living does not apply to these rates.
- (h) Minimum Charters
1975 – \$ 9.00
1976 – \$ 9.50
1977 – \$10.00

Add new (i) to read:—

“On all charters the driver will be allowed to complete the charter if his hours of service permit. If the hours do not permit completion, the charter will be worked Board to Board. Drivers arriving at an out-of-division point on completing a one-way tour or charter will only drive out of that division point on another charter or tour which is confirmed to leave within 24 hours.

An exception will be, he may be used on an overload on the first trip he qualifies for (sufficient rest) only if the spareboard at that point is totally depleted.

If no tours or charters are confirmed to leave within 24 hours after arrival and he cannot be used to overload under the above exception he will be cushioned to his home division on the trip that he would have been qualified for (sufficient rest) under the exception as noted above.”

Section 52 – Instructing Student Drivers

Change maximum to two dollars (\$2.00).

Section 54 – Terminal Delays and Road Delays

- (c) 1975 – \$ 3.50
1976 – \$ 3.75
1977 – \$ 4.00
- (d) 1975 – \$ 7.00
1976 – \$ 7.50
1977 – \$ 8.00

Section 55 – Cancellation or Curtailment of Regular Assignments

- (b) 1975 – \$ 7.00
 1976 – \$ 7.50
 1977 – \$ 8.00
- (d) 1975 – \$ 7.00 \$ 3.50
 1976 – \$ 7.50 \$ 3.75
 1977 – \$ 8.00 \$ 4.00
- (q) Meals – 1975 – \$ 3.25
 1976 – \$ 3.50

Section 56 – Bi-Weekly Guarantee

1975 – \$271.50
 1976 – \$281.50
 1977 – \$291.50

Section 57 – Overtime

- (h) Hourly Overtime Rates
- 1975 – top rate – \$3.78 per hour
 1976 – top rate – \$4.03 per hour
 1977 – top rate – \$4.28 per hour
- ** NOTE:— Cost of living does not apply to these rates:

Section 59 – Work in Addition to Regular Assignment

1975 – \$ 9.00 \$ 7.00
 1976 – \$ 9.50 \$ 7.50
 1977 – \$10.00 \$ 8.00

Section 71 – Wage Rate Increases

	Jan. 1 1975	Jan. 1 1976	Jan. 1 1977
Mechanics First Class	50¢ + 10¢	25¢ + 5¢	25¢ + 5¢ per hour
Mechanics Second Class	50¢ + 5¢	25¢ + 5¢	25¢ per hour
Coach Cleaners	40¢	25¢	25¢ per hour

Present employees classed as Second Class Servicemen but doing coach cleaners duties will now be classed as coach cleaners and their increases will be:

Jan. 1, 1975 – 25¢ per hour
 Jan. 1, 1976 – 15¢ per hour
 Jan. 1, 1977 – 10¢ per hour

All other maintenance and terminal employees:—

Jan. 1, 1975 – 40¢ per hour
 Jan. 1, 1976 – 25¢ per hour
 Jan. 1, 1977 – 25¢ per hour

NOTE: Coveralls – Change two (2) pairs to three (3) pairs.

NOTE: Lead Hand Pay – Change 20¢ to 25¢ per hour.

Section 75 – Vacancies and New Positions

Add after "express department bid" – "including platform loaders."

Section 79 – Occupational Classification of Terminal Employees

- (a) delete – "supervision over depot employees."

Section 80 – Wage Rates

See Section 71.

Section 81 – Classifications of Terminal Employees

Change to six (6) month increments to apply to ticket agents, express agents, and platform loaders only.

Section 82 — Overtime

(e) Change first paragraph to read:—

"Where an employee in this department works into overtime, he will remain in overtime until he has received eight (8) consecutive hours off duty. This does not apply to holiday relief.

Term of Agreement — January 1, 1975 — December 31, 1977.

Report of Conciliation Commissioner appointed to deal with a dispute involving National Harbours Board, Montreal and Le Syndicat National des Employés de Perception (CSN)

The Conciliation Commissioner appointed by the Minister of Labour to deal with this dispute was Pierre Dufresne, of Montreal. His report was received by the Minister in May.

Following the appointment of the undersigned as Conciliation Commissioner, . . . on the twenty-sixth (26th) day of February one thousand nine hundred and seventy-five (1975), this is a report on the failure of the conciliation efforts, with the findings and recommendations in accordance with the provisions of Section 168 of the Canada Labour Code.

The articles on which the parties had failed to come to an agreement at the conciliation stage are the following:

2.03	Management rights
8.04	Committee members payment
8.05	
10.02	Disciplinary measures
11.09-3	Jurisdiction of the Arbitration Committee
12.01	Standard workweek
12.06	Crew bonus
12.07	Overtime
12.10	Meal allowance
13.01	Statutory holidays
14.03	Annual holidays
14.05	
14.06	
14.09	Seniority leave
15.02-6	Payment of unused credits
15.03-2a	Illness in the immediate family
15.07	Absence for union activity
17.01	Vested rights
19.02	Insurance plans
20.01	Waiving of action, guarantee and legal services
20.02	
20.03	
22.01	Seniority bonus
22.02	
24.01	Wages
24.02	
24.03	

Following numerous meetings of the Conciliation Commissioner with either one or the other and with the two parties, most of the above-listed articles were dealt with except the following:

2.03	Management rights
10.02	Disciplinary measures
11.09-3	Jurisdiction of the Arbitration Committee
12.06	Crew bonus
14.09	Seniority leave
17.01	Vested rights
20.01	Waiving of action, guarantee and legal services
20.02	
20.03	
24.01	Wages
24.02	
24.03	

The positions of the parties, as well as the findings and recommendations of the undersigned, are as follows:

2.03 – MANAGEMENTS RIGHTS

– Position of the Brotherhood

2.03 – Omit

– Position of the Board

2.03 – Without limiting the significance of Article 2.01 of these presents, the Pont Champlain Toll-keepers Regulations of April 1969 with all subsequent revisions are an integral part of this labour agreement.

– Findings and recommendations of the Conciliation Commissioner

Article 2.01 which precedes the Article at issue (2.03) in no way limits the Board “to enact any rule in the Regulations applicable to those (employees) not conflicting with this collective agreement.”

Therefore, the Pont Champlain Toll-keepers Regulations of April 1969 still remain in effect through Article 2.01 and, consequently, Article 2.03 as expressed by the Board is considered by the undersigned as redundant and limits the management right of the Employer.

Therefore, the undersigned recommends the omission of the text of Article 2.03 as proposed by the Board.

10.02 – DISCIPLINARY MEASURES

– The Brotherhood’s position

10.02 – The disciplinary measures taken will be, according to the seriousness or frequency of offences, either a written reprimand, suspension or dismissal.

– The Board’s position

10.02 – The disciplinary measures taken will be, according to the seriousness or frequency of offences, either a written reprimand, or suspension or dismissal. A toll-keeper who has violated one of the sections 4 a), 9, 10 or 12 of the Pont Champlain Toll-keepers Regulations, as described at Article 2.02 of the presents, will be immediately dismissed.

– Findings and recommendations of the Conciliation Commissioner

Taking into account the particular circumstances which may arise, as mentioned in the arbitration award, in the dispute between the Board and the Brotherhood here concerned in the case of Mr. Lambert Doucette, the undersigned is in favour of keeping the content of the text of the expired collective agreement which governed the working conditions of the same parties here concerned.

The section in question would read as follows:

10.02 – The disciplinary measures shall be, according to the seriousness or frequency of offences, either a written reprimand, or suspension, or dismissal.

A toll-keeper who has violated one of the following articles shall be liable to dismissal:

1. A toll-keeper, before taking up his duties, shall put all his personal belongings, including his money, in his closet.
2. Under no circumstances, shall a toll-keeper on duty deposit the toll in the collection basket. If the conductor by throwing his money or his token in the basket lets it drop on the road, the toll-keeper shall ask him politely to pick up the money or the toll and to deposit it in the basket, explaining to him in polite terms that the Regulations forbid him from doing so. If there are special circumstances which prevent the driver from getting out of his car in order to pick up the toll, the toll-keeper is authorized to pick it up but shall afterward hand it over to the driver in order that the latter may deposit it in the collection basket.
3. The toll-keeper on duty shall never have detached tokens in his possession. If a token roll is broken by accident, the toll-keeper shall immediately communicate this fact to the bridge captain through the interphone.
4. The toll-keeper shall not, in any case nor at any time, issue a receipt without toll payment, nor deliver any receipt which indicates an amount higher or lower than the toll paid.

11.09-3 – JURISDICTION OF THE ARBITRATION COMMITTEE

– The Brotherhood’s position

11.09-3 – Omit

– The Board’s position

11.09-3 – Except for the cases mentioned at article 10.02 of the presents concerning the Pont Champlain Toll-keepers Regulations, when an employee has been dismissed or suspended and his grievance has been submitted to arbitration, the arbitration committee may maintain as a whole or in part the dismissal or suspension, if the evidence justifies it.

– Findings and recommendations of the Conciliation Commissioner

In order to be consistent with regard to disciplinary measures, the undersigned maintains here the entire text of the Board.

Article 10.02, as above recommended, stipulates that an employee guilty of violation of one of the four (4) articles specified shall be *liable* to dismissal. This stipulation allows the arbitration committee to evaluate the guiltiness of the employee on its merit; however, the undersigned does not think that the arbitration committee should replace the disciplinary measure if it is truly justified.

12.06 – CREW BONUS

– The Brotherhood's position

12.06 – All employees who work on the second shift (3.00 p.m. to 11.00 p.m.) and on the third shift (11.00 p.m. to 7.00 a.m.) shall receive a crew bonus as follows:

(a) 2nd shift: \$ 1.00

(b) 3rd shift: \$ 1.50

– The Board's position

12.06 – Omit

– Findings and recommendations of the Conciliation Commissioner

Considering that the office staff, policemen and hourly-rated employees (general workers) have all signed collective agreements including certain bonuses, according to the work, the undersigned Conciliation Commissioner recommends the adoption of the text as proposed by the Brotherhood by modifying, however, the bonuses as follows:

(a) 2nd shift: \$ 0.25

(b) 3rd shift: \$ 0.30

14.09 – SENIORITY LEAVE

– The Brotherhood's position

14.09 – Although no specific text has been drawn up by the Brotherhood, its position was to regain the advantages of the "Furlough leave" as it can be found in the Staff Regulations submitted under the rating CS.4.

– The Board's position

14.09 – Omit

– Findings and recommendations of the Conciliation Commissioner

Considering that the seniority leave (Furlough leave) was acquired, the undersigned maintains that the entire text of the "Staff Regulations" (article 01.2.6-3) should be included as follows:

14.09 – Employees hired before April 1st, 1962, and who have not been granted seniority leave, are entitled to five weeks of additional leave after twenty years of continued service. This leave may be taken all at the same time, or on five different occasions, by adding one week's leave each year to the employee's vacation leave.

17.01 – VESTED RIGHTS

– The Brotherhood's position

17.01 – Unless otherwise stipulated in this agreement, and if the requirements of this service allow it, an employee governed by this agreement keeps all privileges, advantages and vested rights he has at the present time. Should there be any conflict between the provisions of this agreement and the said privileges, advantages or vested rights, this agreement shall prevail.

– The Board's position

17.01 – Omit

– Findings and recommendations of the Conciliation Commissioner

Considering that the main purpose of the Brotherhood was to keep in effect the right to the "Furlough leave," the undersigned recommends that this article be omitted, taking into account the fact that the seniority leave was maintained at article 14.09 above.

20.01, 02, 03 – WAIVING ACTION, GUARANTEE AND LEGAL SERVICES

– The Brotherhood's position

20.01 – The Board shall protect any employee against any complaint brought against him in the exercise of his duties, provided that this complaint is not the result of negligence which is not minor in nature.

20.02 – Similarly, the Board shall give up any legal action against an employee following negligence on the part of this employee in the exercise of his duties, except if that negligence is not minor in nature.

20.03 – For purposes of the presents, negligence which is not minor in nature means that the employee deliberately and imprudently commits an act which he should not have committed, or that the employee deliberately and imprudently omits an act that he should have done.

– The Board's position

20.01, 02, 03 – Omit

– Findings and recommendations of the Conciliation Commissioner

Considering the nature of the toll-keepers' work, more particularly as regards relations with the public in the observance of rates imposed on users of the bridge, and when they have to give shelter to the public when storms break out, the undersigned comes to the conclusion that they should be protected in the discharge of their duties in the same way as the policemen of the National Harbours Board. Consequently, the undersigned Conciliation Commissioner recommends that the requests of the Brotherhood regarding these sections be granted.

24.01, 02, 03 – WAGES

– The Brotherhood's position

The claims of the Brotherhood concerning wages were to the effect that salary scales be increased in the same way as those of hourly-paid employees were increased.

This position may be summarized as follows:

Toll-keepers	Hourly paid employees (Basis for reference)
As of 31-12-73 (Termination of the last collective agreement)	
\$ 8,012–\$ 9,533–\$ 10,312–\$ 10,881	\$ 4.10 per hour
As of 1-1-74	
(+ 6%) \$ 8,501–\$ 10,115–\$ 10,941–\$ 11,545	\$ 4.35 per hour
As of 1-4-74	
+ \$ 500 per year	
\$ 9,001–\$ 10,615–\$ 11,441–\$ 12,045	\$ 4.58 per hour
As of 1-1-75	
(+ 14.6%)	\$ 0.67
\$ 10,315–\$ 12,165–\$ 13,111–\$ 13,804	\$ 5.25 per hour
As of 1-1-76	
(+ 12.5%)	
\$ 11,604–\$ 13,686–\$ 14,750–\$ 15,530	\$ 5.91 per hour

Similarly, the salary scale of Sergeants would increase as follows:

Sergeants

As of 31-12-73	\$ 11,394 – \$ 11,686
As of 01-01-74	\$ 12,089 – \$ 12,399
As of 01-04-74	\$ 12,589 – \$ 12,899
As of 01-01-75	\$ 14,427 – \$ 14,782
As of 01-01-76	\$ 16,230 – \$ 16,630

– The Board's position

The Board's position as expressed during a joint meeting which was held on April 14, 1975, was as follows:

Factors to retain concerning wage increases:

1. Toll-keepers no longer perform policemen's duties.
2. A toll-keeper should compare himself with other toll-keepers, in this case with those working on the highways of Québec.
3. As he remains in the Port of Montreal, the toll-keeper may compare himself either with a Grade 4 clerk or with the computation clerk.
4. The first salary increases go back to the beginning of 1974 and not to the beginning of 1975.
5. The toll-keepers' wages in Québec are the following:

Category	Scale	October 12, 1972	July 1st, 1973	July 1st, 1974
Toll-keeper	1	5366	5688	6029
	2	5581	5916	6271
	3	5803	6151	6520
	4	6037	6399	6783
	5	6278	6655	7054
	6	6529	6921	7336

Statutory payments given as compensation for the increase of the cost of living index were made as follows: as of 30-6-72 – 1/2%, as of 30-6-73 – 1.71%, as of 30-6-74 – 8.01%, as of 1-1-75 – 6% on 17% anticipated.

6. The wages of the classification connected with the collective agreement of clerical employees are the following:

Period	Category – Principal Clerk
01-01-74 – 31-12-74	9,064 – 9,389 – 9,713 – 10,037
01-01-75 – 31-12-75	10,833 – 11,203 – 11,573 – 11,942
01-01-76 – 31-12-76	12,076 – 12,489 – 12,901 – 13,312

In consideration of the preceding, the wage offer of the Board was quantified as follows:

Toll-keepers

As of 31-12-73	(Termination of the last collective agreement)
	\$ 8,012 — \$ 9,533 — \$ 10,312 — \$ 10,881
As of 1-1-74	
(+ 6%)	\$ 8,493 — \$ 10,105 — \$ 10,931 — \$ 11,534
As of 1-4-74	
(+ \$ 375)	\$ 8,868 — \$ 10,480 — \$ 11,306 — \$ 11,909
As of 1-1-75	
(+ \$ 500)	\$ 9,368 — \$ 10,980 — \$ 11,806 — \$ 12,409
As of 1-1-76	
(+ \$ 500)	\$ 9,868 — \$ 11,480 — \$ 12,306 — \$ 12,909

Sergeants

As of 31-12-73	\$ 11,394 — \$ 11,686
As of 1-1-74	\$ 12,078 — \$ 12,387
As of 1-4-74	\$ 12,453 — \$ 12,762
As of 1-1-75	\$ 12,953 — \$ 13,262
As of 1-1-76	\$ 13,453 — \$ 13,762

SUMMARY OF CLAIMS AND OF INITIAL SALARY OFFERS

Toll-keepers (4th level)

	Claim of the Brotherhood		Offer of the Board	
	\$	%	\$	%
As of 31-12-73	\$ 10,881	6.1%	\$ 10,881	6.0%
As of 1-1-74	\$ 11,545	* 19.6%	\$ 11,534	7.6%
As of 1-1-75	\$ 13,804	12.5%	\$ 12,409	4.0%
As of 1-1-76	\$ 15,530		\$ 12,909	
		42.7%		18.6%

Sergeants (2nd level)

As of 31-12-73	\$ 11,686	6.1%	\$ 11,686	6.0%
As of 1-1-74	\$ 12,399	* 19.2%	\$ 12,397	7.1%
As of 1-1-75	\$ 14,782	12.5%	\$ 13,262	3.8%
As of 1-1-76	\$ 16,630		\$ 13,762	
		42.3%		17.8%

* (Including the statutory increase of \$ 500.00 granted on the 1-4-74).

During joint meetings, the parties have participated, on the initiative of the undersigned, in the establishment of a new salary scale which would meet the aim of the Board while maintaining the earnings of employees, by offering a seniority bonus for toll-keepers and sergeants with five (5) years of seniority and more.

With regard to employees with less than five (5) years of seniority, the margin of increases and levels would allow them to earn a reasonable salary, taking into account the increase in the cost of living and the wages paid to toll-keepers working on the highways of Québec.

In order to allow the transition from a salary scale from the year 1973 (\$ 10,881 for toll-keepers at the 4th level) to a scale for the year 1975 (\$ 11,950 for toll-keepers at the 4th level), or 9.8% higher for two years, it was suggested that a lump sum of \$ 800.00 be paid to all employees in order to meet the increase for the year 1974 without however incorporating it into the scale.

The salary scale for the years 1975 and 1976 and seniority bonuses thus worked out would then be as follows:

Toll-keepers

1-1-75	\$ 9,700 — \$ 10,450 — \$ 11,200 — \$ 11,950
1-1-76	\$ 10,865 — \$ 11,705 — \$ 12,545 — \$ 13,385

Sergeants

1-1-75	\$ 12,030 — \$ 12,835
1-1-76	\$ 13,475 — \$ 14,375

Finally, considering that the new scale would result in reducing the wages of employees with five (5) years of seniority or more by an amount of approximately \$ 2,000, it was suggested that a bonus of \$ 1,500 per year be paid to them. (Apparently four employees have benefited from only one lump sum of \$ 800 for the year 1974).

This bonus, paid as a lump sum, would allow the Board to adjust this salary scale while filling up the reduction for employees with more than five (5) years of seniority. It is obvious that any overtime and other marginal benefits will have been calculated from new scales, without including in these same calculations the lump sum of \$ 1,500.

In return, the representatives of management have submitted a counter-offer which is as follows:

1. For the year 1974, a lump sum calculated at the rate of 6.14% of the real earnings of the employees. (Approximately \$ 850 for sergeants and \$ 725 for toll-keepers having been on duty for 12 months of the year 1974).
2. For the years 1975 and 1976, the adoption of the following scales:

Toll-keepers

1975	\$ 8,789 — \$ 10,461 — \$ 11,309 — \$ 11,942
1976	\$ 9,798 — \$ 11,661 — \$ 12,606 — \$ 13,312

Sergeants

1975	\$ 12,539 — \$ 12,915
1976	\$ 13,978 — \$ 14,397

3. A lump sum to employees having five (5) years of seniority and more than \$ 700 per year for the years 1975 and 1976, with the reservation that it should not be perpetuated the following years.

A table of comparison of a draft prepared during the conciliation sessions of the final counter-offer from management, as well as of the wages which would result if the increases as granted to hourly-paid employees (General workers — National Harbours Board — CNTU) were to be granted them, would be as follows:

	Equivalent Increase to Hourly-Paid Employees		Proposal of the Conciliation Commissioner		Management Offer	
Toll-Keepers	\$	%	\$	%	\$	%
(5 years and more)						
As of 31-12-73	10,881		10,881		10,881	
As of 31-12-74	* 12,045	10.7	12,056	10.8	12,106	11.3
			11,950		11,942	
1975			(1,500)		(700)	
(lump sum)	13,804	14.6	13,450	11.6	12,642	4.4
			13,385		13,312	
1976			(1,500)		(700)	
(lump sum)	15,530	12.5	14,885	10.7	14,012	10.8
		42.7		36.8		28.8

* (Including the statutory increase of \$ 500 on April 1st, 1974).

It follows, therefore, that if increases equivalent to those granted to hourly-paid employees were given to them, the increase for the three years would be 42.7% (10.7, 14.6, 12.5), and if the increases were to be granted according to the proposal of the undersigned during meetings, the wages would increase in three years by 36.8% (11.9, 10.4, 10.7).

Likewise, increases such as offered by management would definitely be insufficient for employees with five (5) years of seniority and more, as follows: 28.8% (11.3, 4.4, 10.8).

— **Findings and recommendations of the Conciliation Commissioner**

Taking into consideration the preceding, the Conciliation Commissioner decides and makes the following recommendations:

1. **For the year 1974**, that a lump sum of \$ 800 be paid to all employees having worked one entire year (12 months).
2. **For the year 1975**, that those salary scales suggested by management be adopted, to wit:

Toll-keepers:

\$ 8,789 — \$ 10,461 — \$ 11,309 — \$ 11,942

Sergeants:

\$ 12,539 — \$ 12,915

AND that a lump sum of \$ 1,500 be paid to all employees with five (5) years of seniority and more, to wit:

(SENIORITY LIST NOT REPRODUCED)

3. For the year 1976, that the salary scales proposed by management be adopted, to wit:

Toll-keepers:

\$ 9,798 — \$ 11,661 — \$ 12,606 — \$ 13,312

Sergeants:

\$ 13,978 — 14,397

And that a lump sum of \$ 1,500.00 be paid to the same employees whose names appear on the above-mentioned seniority list.

This recommendation would result in bringing the earnings of employees approximately to the figures on Table "A". (Not reproduced.)

Briefly, the following table shows a relation between:

- the wages which would result from increases equivalent to those granted to hourly-paid employees;
- the wages which would result from the proposal put forward by the Conciliation Commissioner during meetings;
- the wages which would result from final management offers during conciliation sessions and,
- from the recommendation made above by the undersigned as a report to the Minister.

	Equivalent Increase to Hourly-Paid Employees		Proposal of the Conciliation Commissioner		Management Offer		Final Recommendation	
Toll-Keepers	\$	%	\$	%	\$	%	\$	%
(5 years and more)								
As of 31-12-73	10,881		10,881		10,881		10,881	
As of 31-12-74	* 12,045	10.7	12,056	10.8	12,106	11.3	12,056	10.8
1975 (lump sum)			11,950 (1,500)		11,942 (700)		11,942 (1,500)	
	13,804	14.6	13,450	11.6	12,642	4.4	13,442	11.5
1976 (lump sum)			13,385 (1,500)		13,312 (700)		13,312 (1,500)	
	15,530	12.5	14,885	10.7	14,012	10.8	14,812	10.2
		42.7		36.8		28.8		36.1

* (Including the statutory increase of \$ 500.00 granted on April 1st, 1974).

Report submitted on the twelfth (12th) day of May one thousand nine hundred and seventy-five (1975).

(Sgd.) Pierre N. Dufresne,
Conciliation Commissioner.